

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

UNITED STATES OF AMERICA *ex rel.*
SIDESOLVE, LLC,

Plaintiffs,

v.

Civil Case No. 3:22-CV-2060-B

EMPIRE ROOFING, INC.; EMPIRE ROOFING
COMPANIES, INC.; EMPIRE ROOFING OF
OKLAHOMA, INC.; EMPIRE ROOFING AND
SHEET METAL, INC.; SR DISPOSAL, LTD
f/k/a EMPIRE DISPOSAL, LTD; EMPIRE
ROOFING COMPANY SOUTHEAST, LLC;
EMPIRE ROOFING COMPANY OF GEORGIA,
LLC; RONNIE MCGLOTHLIN; SANDRA
SEDILLO-MCGLOTHLIN; AND TECTA
AMERICA CORP.,

Defendants.

**JOINT STIPULATION OF VOLUNTARY DISMISSAL
BY THE UNITED STATES AND RELATOR**

On November 30, 2023, the United States of America filed its Notice of Partial Intervention for Purpose of Settlement, and intervened in this action as to certain claims asserted on behalf of the United States against Defendants Empire Roofing, Inc., Empire Roofing Companies, Inc., Empire Roofing Company Southeast, LLC, Empire Roofing Company of Georgia, Inc., Empire Roofing of Oklahoma, Inc., Empire Roofing and Sheet Metal, Inc., SR Disposal, Ltd. (f/k/a Empire Disposal, Ltd.), Ronnie McGlothlin, Sandra Sedillo McGlothlin, and Tecta America Corp (Defendants).

Pursuant to the Settlement Agreement executed by and amongst the United States, Defendants, and Relator Sidesolve, LLC (Relator) on November 30, 2023, the United States and Relator by and through their respective attorneys, hereby jointly stipulate and agree, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii) and the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b)(1), to an entry of an order: (1) as to the United States, dismissing with prejudice any claims asserted against Defendants that are included within the Covered Conduct as defined in the Settlement Agreement, and otherwise dismissing without prejudice to the United States any other claims asserted within this action; (2) as to the Relator, dismissing with prejudice any claims asserted in this action against Defendants; and (3) providing that the Court retain jurisdiction over any disputes that may arise regarding the Settlement Agreement referenced herein.

Relator stipulates and agrees that the Settlement Agreement referenced herein and the terms and conditions described therein are fair, adequate, and reasonable under all the circumstances in this case, that Relator will not challenge the settlement pursuant to 31 U.S.C. § 3730(c)(2)(B), and that Relator expressly waives the opportunity for a hearing on any objection to the settlement under 31 U.S.C. § 3730(c)(2)(B).

A proposed order accompanies this joint stipulation.

Respectfully submitted,

LEIGHA SIMONTON
UNITED STATES ATTORNEY

/s/ William C. Admussen

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Attorney for Relator Sidesolve, LLC

CERTIFICATE OF SERVICE

On December 6, 2023, I electronically submitted the foregoing document with the clerk of court for the U.S. District Court, Northern District of Texas, using the electronic case filing system of the court. I hereby certify that I have served all parties electronically or by another manner authorized by Federal Rule of Civil Procedure 5(b)(2).

/s/ William C. Admussen
WILLIAM C. ADMUSSEN
Assistant United States Attorney